

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of OCTOBER, 2017, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and HROD Inc. dba MMO Partners (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Federal Lobbyist Services, RFP No. 36-17-NL, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated June 9, 2017, in response to RFP No. 36-17-NL, attached hereto as Exhibit B; and

WHEREAS, Exhibit was modified as a result of contract negotiations held on September 13, 2017 which is attached hereto as Exhibit C – Negotiations Summary Letter dated September 20, 2017, and incorporated herein by reference and made a part of this Agreement.

WHEREAS, Exhibit C is supplemented by Exhibit D, Summary of Services, dated October 3, 2017, and incorporated herein by reference and made a part of this Agreement.

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Federal Lobbyist Services in accordance with Exhibit A as supplemented by Exhibit B and Exhibit C all of which are incorporated herein by reference and made a part of this Agreement.

2. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained herein.

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:

HROD Inc. dba MMO Partners
101 Constitution Ave. NW, 825 East
Washington, D.C. 20001

4. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

6. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

7. Compensation and Method of Payment

A. The County will pay to the Contractor an annual fee of \$88,800.00 for all services rendered, the listed in Exhibits A, B and C, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

8. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

9. Personnel

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.

C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

10. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

11. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

12. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

13. Insurance

A. General

The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Section, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed \$20,000, an Additional Insured Endorsement Form is required.

1. Workers Compensation

Part I. Workers Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Contracting Agency (Bernalillo County) and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.

Bodily Injury/Property Damage:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

Property Damage Liability Insurance shall not exclude Explosion – Collapse – Underground Coverage (XCU)

Products/Completed Operations:	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate

3. Business Automobile Liability

Combined Single Limit - \$1,000,000 Each Occurrence on ISO CA0001 1001 or equivalent.

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

4. Independent Contractors: Included

5. Contractual Liability: Included in Commercial General Liability

6. Professional Liability: (if applicable) \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the County, such limits shall be certified and shall apply to the coverage afforded the County under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the County copies of any endorsements that are subsequently issued amending coverage or limits.

B. Approval of Insurance

The Contractor or subcontractor(s) shall not begin work under the Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the County, adding the County as an additional insured as applicable. Neither approval nor failure to approve certificates, policies or insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

14. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

15. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

16. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

17. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

18. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

19. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 4 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 4 herein.

20. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.

21. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.berncogov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

22. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

23. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

26. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

27. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

28. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

29. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

30. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

31. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

32. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

33. Order of Precedence

The order of precedence among the Agreement documents shall be as provided below. This Agreement consists of the following documents as Exhibits and/or by reference and are all incorporated and made a part therein:

- 1. Exhibit D – Summary of Services
- 2. Exhibit C – Negotiations Summary Letter
- 3. Exhibit B – Offeror's Proposal Submission
- 4. Exhibit A – Bernalillo County's Request for Proposal documents

34. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the last date of execution shown below.

APPROVED AS TO FORM

[Signature] 10/12/17
 County Attorney Date

BERNALILLO COUNTY

[Signature] 10-12-17
 County Manager Date

CONTRACTOR

[Signature]
 Signature Date 10/10/2017
 By: HRDD, Inc. President
 Title

NM Taxpayer Identification Number
52-2294451
 Federal Taxpayer Identification Number

MMO Partners
101 Constitution Ave, NW
825 East
Washington, DC 20001

September 20, 2017

Procurement and Business Services
Purchasing Section
Bernalillo County
One Civic Plaza, NW
10th Floor
Albuquerque, New Mexico 87102Ms

Attn: Ms. Natara Landrau, Purchasing Manager

Dear Ms. Landrau:

This letter is a summary negotiation letter based upon the discussion you, Mr. Clay Campbell and Mr. Roger Paul had with MMO Partners on September 13th, to address the five points listed in your September 8th letter to me. Those five items listed include the following:

- 1. Hold two separate workshop sessions in Albuquerque; one for the County Manager and Senior Management and one for the County Commissioners on an annual basis.**

We proposed the two workshops to be scheduled for Tuesday, October 24th. The Commission Workshop would be held for approximately an hour on the afternoon of the 24th, and the County Manager and senior management workshop would be held on the 23rd or 25th. The timing of the second workshop will be determined by the County Manager's office. The workshops will include information regarding the roles and responsibilities of the federal lobbyist using the Section IV, Scope of Work & General Requirements of the RFP #06-14-NL as a discussion guide and federal program development.

The two workshops will be held annually during the contract period and scheduled as determined by the County Manager in consultation with MMO Partners. The workshops will focus on County policies related to federal legislative and grant priorities for the following calendar year.

2. Address general communications process

We discussed continuing the written monthly report, establishing a monthly call, initially focused on behavioral health, with County officials to review County's program. Other County departments would be included in the monthly call as the federal program develops during the year.

MMO offered to make at least three visits to the County for discussions with County officials about legislative and project developments and to learn about emerging issues.

Mr. Clay Campbell requested that he be copied on e-mails and other communication with Commissioners, senior County management and departmental personnel, to make him aware of developments and information that affects the County's federal agenda and has current knowledge of the County's federal program.

3. Grant Application Preparation

MMO Partners will be engaged with the County over the next six months to help structure an effective and efficient grants management program. The first step in the process will be to conduct a workshop on October 23rd or 24th to discuss MMO Partners role in working with the County to identify, prepare, and apply for federal grants.

MMO Partners will continue to provide a weekly inventory of federal grant opportunities relevant to the County's federal program. The October workshop will be a first step in developing a list of federal program and grant areas of interest to the County.

MMO Partners will review and make recommendations to County grant proposal narratives while the grant application is in draft form. It will be necessary to build into the process adequate time for reviewing draft grant applications.

MMO Partners will work with Mr. Clay Campbell and a Bernalillo County grants facilitator to make improvements and adjustments to the County's grants management program.

4. Coordination with Local Congressional Staff

MMO Partners will meet with the local staff of the Congressional delegation to discuss the status of the County's federal program before the end of 2017 and discuss how MMO Partners can be useful to the Albuquerque and New Mexico based Congressional staff while implementing the County's federal agenda in Washington, DC.

We will advise the Congressional delegation's Washington office staff on our contacts with local Congressional staff, so Washington and local staff are up-to-date on our work with the County on legislative and project priorities. Our Congressional delegation coordination efforts will be included in the monthly report and discussed during the monthly phone call.

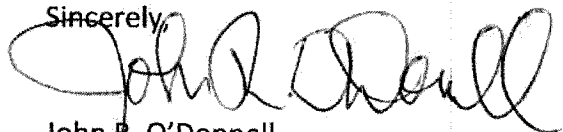
MMO Partners will continue to work with the Congressional delegation's New Mexico Projects office to provide Congressional delegation letters of support for Bernalillo County's grants and legislative initiatives.

5. Billing Information

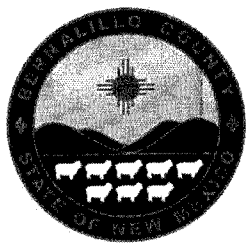
MMO Partners current billing procedures with the County have been successful; however, Mr. Campbell requested that he be copied on MMO Partners invoices to make it easier for him to follow up with the County's Purchasing. MMO Partners will continue to submit a written monthly report along with the monthly invoice.

Please advise MMO Partners of any changes or additions that are necessary as an accurate statement of our negotiation discussions held on September 13th.

Sincerely,

A handwritten signature in black ink, appearing to read "John R. O'Donnell". The signature is fluid and cursive, with the first name "John" being the most prominent.

John R. O'Donnell
HROD, Inc. d/b/a as MMO Partners



County of Bernalillo

State of New Mexico

Procurement & Business Services Purchasing Section

One Civic Plaza, NW, 10th Floor
Albuquerque, New Mexico 87102
Office: (505) 468-7013 Fax: (505) 468-7067
www.bernco.gov/purchasing/

COMMISSIONERS

Debbie O'Malley, Chair
District 1

Steven Michael Quezada, Vice Chair
District 2

Maggie Hart Stebbins, Member
District 3

Lonnie C. Talbert, Member
District 4

Wayne A. Johnson, Member
District 5

COUNTY MANAGER

Julie M. Baca

ELECTED OFFICIALS

Tanya R. Giddings
Assessor

Linda Stover
Clerk

Willow Misty Parks
Probate Judge

Manuel Gonzales
Sheriff

Nancy Bearce
Treasurer

Date: October 3, 2017

RE: Request for Proposal (RFP) 36-17-NL
Federal Lobbyist Services
Exhibit D – Summary of Services

Exhibit D reinforces the scope of services in the RFP and incorporates some discussion items from the interview process used to select the contractor.

GENERAL REQUIREMENTS

The RFP combined general requirements and scope of work items. Exhibit D combines these based on the telephone interview, as well as for clarity purposes.

- A. Serve as the lead Washington Representative for Bernalillo County, New Mexico in Washington D.C. on federal legislation and project matters as requested by the County Manager.
- B. Proportionate to the level of payment for Services specified herein, furnish requisite office space, utilities, furnishings and equipment, secretarial services, common-use office supplies and services, general administrative support and consultation with local government associations research staff and access to those ongoing research activities and studies of the National Association of Counties required by the Contractor in the performance of Services under this Agreement.
- C. In providing Services under this Agreement, act in the name of the County and with the title of Washington Representative to the Board of County Commissioners.
- D. Bernalillo County shall approve the Washington representative for Bernalillo County affairs if the person identified in the proposal and contract agreement changes after contract execution.
- E. The County Manager is authorized to request the Services of the Contractor and shall be kept advised by the Contractor. The County Manager will advise the Contractor of any other individuals authorized to request Services.
- F. Maintain effective and positive working relationships with the New Mexico Congressional delegation, the Executive branch, and their staffs. Arrange staff meetings with Congressional and Executive contacts as directed from County professional staff and/or elected officials as well as from the Contractor's best professional judgement.
- G. Upon request, the Lobbyist may assist in developing partnerships with other governmental entities or the private sector that could improve congressional advocacy for programs that benefit Bernalillo County.